plaintiff's witness, who was a dealer, as to the market reports published in a trade journal, and which the witness had read. *Held,* that this testimony was hearsay and inadmissible. *Henderson* v. *Wabash Ry. Co.* (1907), — Mo. App. —, 105 S. W. Rep. 13.

This case is in accord with the former Missouri case of *Fountain* v. *Wabash Ry. Co.,* 114 Mo. App. 676, but is opposed to the weight of authority. In the following cases evidence similar to the above was admitted as an exception to the hearsay rule: *Smith & Melton* v. *N. C. Ry. Co.,* 68 N. C. 107 (leading case); *Washington Ice Co.* v. *Webster,* 68 Me. 449; *Cleveland & Toledo Ry. Co.* v. *Perkins,* 17 Mich. 296; *Gulf, Colo. & Santa Fe Ry. Co.* v. *Patterson,* 5 Tex. Civ. App. 523; *Whitney* v. *Thatcher,* 117 Mass. 523; *Hudson & Co.* v. *Northern Pac. Ry. Co.,* 92 Ia. 231; *Hoxie* v. *Empire Lumber Co.,* 41 Minn. 548.

HUSBAND AND WIFE—ESTATE BY ENTIRETY—APPLICATION TO PERSONAL PROPERTY.—Appellant and his wife owned real property as tenants by the entirety. They conveyed it and took back a purchase money bond and mortgage made payable to both of them. The wife died, and appellant became her administrator. In an appeal from the surrogate's order, charging him with one-half the proceeds of the bond and mortgage, *held,* that the law of tenancy by the entirety does not apply to personal property. *In re Baum* (1907), 106 N. Y. Supp. 113.

The question whether an estate by the entirety can exist in personal property has been adjudicated upon in but few states. *Matter of Albrecht,* 136 N. Y. 91, 32 N. E. 632, 18 L. R. A. 329, 32 Am. St. Rep. 700, holds that this relation can exist only where there is a conveyance of a vested interest in or title to real property. *Polk, Adm'r,* v. *Allen,* 19 Mo. 467, holds that a husband and wife cannot be joint tenants or tenants in common in a chattel. From this it seems that an estate by the entirety cannot exist in personal property, but *Shields* v. *Stillman,* 48 Mo. 82, holds that an estate by the entirety can exist in a promissory note. *Johnston* v. *Johnston,* 173 Mo. 91, 96 Am. St. Rep. 486, holds that estates by the entirety may be created in personal as well as in real property in Missouri. The Michigan court, in *Wait* v. *Bovee,* 35 Mich. 425, holds that the rule which prevails as to the right of survivorship in real property held by husband and wife jointly, does not apply to personal property. On the other hand, it has been decided in *Johnson* v. *Lusk,* 46 (6 Caldw.) Tenn. 113. that, by analogy to an estate by the entirety, a joint note made payable to husband and wife goes to the survivor, unless the interests of the creditors are affected. *Patton* v. *Rankin,* 68 Ind. 245, 34 Am. Rep. 254, holds that a crop raised on land held by the entirety is held in the same manner as the land itself. That a note given in payment of land, held by the entirety prior to Code of 1880, and made payable to both of them, becomes, upon the death of one of the parties, the property of the other: see *Allen* v. *Tate,* 58 Miss. 585. Pennsylvania holds that an estate by the entirety exists in personal as well as in real property, in choses in action as well as in choses in possession. *Leet* v. *Miller,* 6 Pa. Dist. R. 725; *Gillan* v. *Dixon,* 65 Pa. St. 395; *Bramberry's Estate,* 156 Pa. St. 628. The Massachusetts court, in *Phelps* v. *Simons,* 159

Mass. 415, 34 N. E. 657, 38 Am. St. Rep. 430, held that an estate by the entirety may exist in personal property. This case, however, was decided by an almost equally divided court.

INSANE PERSONS—POWERS OF COMMITTEE.—S. and T. were the committee of a lunatic. S. gave his consent to an adjoining land owner to underpin a party wall. In an action to compel the removal of a portion of this underpinning which encroached on the lunatic's land, *held,* that a committee of a lunatic is authorized within the limits of his trust to bind the lunatic by acts clearly for his benefit. *Sharpless et al.* v. *Boldt et al.* (1907), — Pa. —, 67 Atl. Rep. 652.

The decision in the principal case seems to be upheld in those states where the committee has power to lease the lunatic's lands. *Pierce's Appeal,* 13 Wkly. Notes Cas. (Pa.) 306. The following cases limit the committee's power to lease only for the life of the lunatic. *De Treville* v. *Ellis,* 1 Bailey Eq. (S. C.) 35, 21 Am. Dec. 518; *Campau* v. *Shaw,* 15 Mich. 226. That a portion of an estate covered by a mortgage may be released, see *Pickersgill* v. *Read,* 5 Hun (N. Y.) 170. That the committee may sell the lunatic's personal property, see *Spaulding* v. *Bullock,* 206 Pa. St. 224, 55 Atl. 965. On the other hand, the following cases hold that a committee has no power to make a lease without leave from the court. *Foster* v. *Marchant,* 1 Vern. 262; *Knipe* v. *Palmer,* 2 Wils. 130; *Alexander* v. *Buffington,* 66 Iowa 360, 23 N. W. 754; *Kent* v. *West,* 33 App. Div. (N. Y.) 112, 53 N. Y. S. 244; *Treat* v. *Peck,* 5 Conn. 280. That a lunatic cannot be prescribed against except in cases specially provided by law, see *Espinola* v. *Blasco,* 15 La. Ann. 426; *Sallier* v. *St. Louis W. & G. Ry. Co.,* 114 La. 1090, 38 So. 868. The guardian has no power, as such, to engage in business for, or by transfer to bind the estate of, a lunatic, nor can the probate court confer such power. *Michael* v. *Locke,* 80 Mo. 548; *Western Cement Co.* v. *Jones et al.,* 8 Mo. App. 373.

INSURANCE—ACCIDENT—SPECIAL INDEMNITIES—CONSTRUCTION OF POLICY.—The insured held an accident policy in the defendant company, which contained a "Special Indemnities" clause reading as follows: "This policy does not exclude indemnity for loss by accident as herein provided, caused or contributed to, wholly or partly, directly or indirectly, by sunstroke, freezing, gas, * * * * racing, shooting, intoxicants, * * * *; but in any such event the liability of the company shall be one-half the amount of the ordinary accident indemnity specified for such loss." Insured was shot and killed by burglars. *Held,* under the "Special Indemnities" clause death by shooting is an accident for which the beneficiary can recover but one-half of the policy. *Bader* v. *New Amsterdam Casualty Co.* (1907), — Minn. —, 112 N. W. Rep. 1065.

The case is exceptional in at least one respect: the "special indemnities" clause is but infrequently found. The plaintiff, by the application of the rule of construction that cases of doubt or ambiguity should be resolved in favor of the insured, and the rule "Noscitur a sociis," attempts to bring the case within that class of cases which "hold in effect that an exception of certain